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September 19, 2006

**BY ELECTRONIC FILING**

The Honorable Kent A. Jordan  
United States District Court  
844 North King Street, Room 4209  
Wilmington, DE 19801

**RE: Eames v. Nationwide Mut. Ins. Co.**  
**C.A. No.: 04-CV-1324KAJ**

Dear Judge Jordan:

Briefing has now closed on the Eames plaintiffs' Motion for Reconsideration of the Court's August 29, 2006 Memorandum Opinion. We therefore write to respectfully request oral argument on that motion.

Under ordinary circumstances, a request for oral argument need not and should not address the merits of the motion for which reargument is sought. But we do believe, with all respect, that the circumstances here are extraordinary. Specifically, Nationwide's brief on this motion establishes beyond question that the policy text is *not* a true source for the amount of PIP limits. Nationwide has conceded, in fact, that the Eames's current PIP limits are other than as stated in the policy text -- the same policy text that was issued in 1994. This confirms what we have argued all along: that the policy *always* sets forth the statutory minimum PIP limits, with the actual PIP limits (including any additional PIP limits) established by extraneous documents, like those we have assembled from Nationwide's insurance agents.

Nationwide's concession calls into question not just the Court's August 29, 2006 Memorandum Opinion, but the Court's earlier decision dismissing the Eames's contract claims. Because it is now indisputably clear that the policy text is *not* an unambiguous source of the PIP limits, the existing law of the case -- which rests largely on the proposition that the policy text *is* an unambiguous source for those limits -- is badly in need of revisiting.

In short, there comes a time when zealous advocacy (which we are bound to give) calls for the impassioned plea. We hope the Court will excuse us for offering one. More than this, we hope the Court will permit oral argument on this motion, and conduct a ground-up review of these crucial issues.

The Hon. Kent A. Jordan  
September 19, 2006  
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We appreciate the Court's patience and indulgence.

Respectfully,

/s/ John S. Spadaro

John S. Spadaro

JSS/slr

cc: Curtis P. Cheyney, III, Esq. (by electronic filing)  
Nicholas E. Skiles, Esq. (by electronic filing)  
John P. Marino, Esq. (by electronic filing)

**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF DELAWARE**

THOMAS A. EAMES, ROBERTA L. EAMES	)	
and TAMMY EAMES, on behalf of	)	
themselves and all others	)	
similarly situated,	)	
	)	
Plaintiffs,	)	C.A. No. 04-CV-1324KAJ
	)	
v.	)	
	)	
NATIONWIDE MUTUAL INSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

**NOTICE OF SERVICE**

I hereby certify that on this date, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the following:

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all others similarly situated)

September 19, 2006